

E-155-15

Contract ID#: COHE08000078-08Department: Health

Contract Details

SERVICE: Clinic Services**RUSH!**NIFS ID #: CLHE15000003NIFS Entry Date 6/5/2015 Term: from: 1/1/15 to 3/31/2015

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name Nassau Healthcare Corporation	Vendor ID# 11-3465690-01
Address 2201 Hempstead Turnpike East Meadow, NY 11554	Contact Person Victor F. Politi, MD
	Phone 516-572-6711

County Department
Department Contact Ginny Mundy
Address 60 Charles Lindbergh Blvd. Ste. 112 Uniondale, NY 11553
Phone 516-227-8589

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
6/19/15	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	6/19/15	Mason	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	6/23/15	Joseph M. J. J.	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/2/15	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	7/2/15	A. J. J.	
7/2/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	7/3/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	7/1/15	Christina A. Beltracchi	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
7/31/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/31/15	CLM	



Contract Summary

Description: Add \$1,250,000.00 and extend the NHCC Public Health Services Contract dated 11/1/07 which expired 12/31/14 to 3/31/2015.
Purpose: The Public Health Services Contract continues the County's current payments to NHCC for public health services at a cost of \$5M annually. We are extending this contract quarterly while negotiations continue in order to provide continuation of services to our residents.
Method of Procurement: Designated preferred vendor.
Procurement History: In 1999 when the Public Benefit Corp. was formed, the County entered into a Public Health Service Contract to operate medical clinics to meet mandated Public Health requirements.
Description of General Provisions: Five million dollars (\$5,000,000.00) per year, payable in quarterly installments, for Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities.
Impact on Funding / Price Analysis: The County included sufficient funds for these payments in the 2015 adopted budget.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approved as Submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	HE
Resp:	RC4500
Object:	DG9069
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$800,000.
Federal	\$
State	\$450,000.
Capital	\$
Other	\$
TOTAL	\$1,250,000.

LINE	INDEX/OBJECT CODE	AMOUNT
1	HEGEN4500	\$1,250,000.
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 1,250,000.

Document Prepared By: Ginny Mundy 227-8589Date: 6/5/2015

NIFS Certification I certify that this document was accepted into NIFS.	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	County Executive Approval Name: <u>[Signature]</u> Date: <u>7/3/15</u> (For Office Use Only)
Name	Name	E #:
Date	Date	

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU AND NASSAU
HEALTH CARE CORPORATION

WHEREAS, the County has negotiated an amendment to a personal services agreement with Nassau Health Care Corporation extending the term and extending payment, respecting the operation of health care facilities, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Nassau Health Care Corporation.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: NASSAU HEALTH CARE CORPORATION

CONTRACTOR ADDRESS: 2201 Hempstead Turnpike, East Meadow, NY 11554

FEDERAL TAX ID #: 11-3465690-01

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

~~III. ☒ This is a renewal, extension or amendment of an existing contract.~~

~~The contract was originally executed by Nassau County on 8/5/2008 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after It was part of a 1999 Acquisition Agreement [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.~~

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

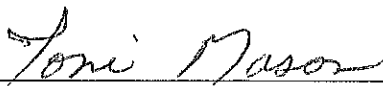
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

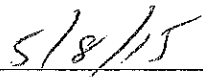
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT

This AMENDMENT (this "Amendment") is dated as of December 31, 2014, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Nassau Health Care Corporation, a New York State public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 (the "NHCC").

WITNESSETH:

WHEREAS, pursuant to the County contract entitled Public Health Services Contract between the County and NHCC, executed on behalf of the County as of November 1, 2007 (the "Agreement") as such may have been amended from time to time, NHCC provides certain contracted health services to the County, which services are more fully described in the Agreement (the services contemplated by the Agreement, the "Services"); and

WHEREAS, the term of the Agreement is from November 1, 2007 until December 31, 2014; and

WHEREAS, the County and NHCC desire to modify the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amendment of Term. The Agreement shall be amended and thereby extended by ninety (90) days, so that the termination date of the Agreement, as amended by this Amendment shall be March 31, 2015.

2. Extension of Payment: The County shall pay NHCC the sum of One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000.00) Dollars for the amended term in connection with Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities as set forth in paragraph 4(1) of the Agreement.

3. Supremacy. In the event of an actual conflict between the terms and conditions set forth above the signature page to this Amendment and (i) those contained in any schedule, exhibit, appendix, or attachment to this Amendment or (ii) the Agreement, the terms and conditions set forth above the signature page of this Amendment shall control.

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of April in the year 2015 before me personally came Victor Polih to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Nassau Health Care Corporation, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Elizabeth A. Faughnan

ELIZABETH A. FAUGHNAN
Notary Public, State of New York
No. 02FA5042572
Qualified in Nassau County
Commission Expires April 24, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#: COHE08000078

Department: HEALTH

Contract Details

SERVICE: Public Health Services

NIFS ID #: COHE08000078

NIFS Entry Date 07/15/08

Term: from 11/01/07 to 12/31/14

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Name Nassau Healthcare Corporation		Vendor ID# 113465690-01	Department Contact Toni Mason
Address 2201 Hempstead Tpke East Meadow, NY 1154		Contact Person Art Gianelli	Address 60 Charles Lindbergh Blvd Uniondale, NY
		Phone 516-572-6711	Phone 516-227-8611

Routing Slip

7/14/08	Department	NIFS Entry (Dept) NIFS Appl (Dept. Head)	<input checked="" type="checkbox"/>	7/18/08	M. J. [Signature]	
	OMB	NIFS Approval	<input checked="" type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/18/08	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	7/18/08	[Signature]	
7/18/08	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	7/18/08	[Signature]	
	Legislative Affairs	Fwd'd Original Contract to CA	<input type="checkbox"/>	7/21/08	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>	7/21/08	[Signature]	
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	7/21/08	[Signature]	
	Comptroller	NIFS Approval	<input type="checkbox"/>		[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>		[Signature]	

leg approved
back in Rbl

PR5254 (8/04)

Contract ID#: COHE08000078Department: HEALTH**Contract Summary**

Description:	
Purpose: The Public Health Services Contract continues the County's current payments to NHCC for public health services costs of \$5 million annually.	
Method of Procurement:	
Procurement History: In 2004, the County and NHCC entered into a Stabilization Agreement amending the 1999 Acquisition Agreement between the parties, in anticipation of negotiating a successor agreement or agreements. The parties have amended the Stabilization Agreement from time to time pending completion of such negotiations.	
Description of General Provisions: See Purpose statement above	
Paragraph # 4) (a)(1) is \$5,000,000 per year paid to NHCC for contracted Public Health services other than services for the Institute for Healthcare Disparities.	
Impact on Funding/ Price Analysis: The County included sufficient funds for these payments in the 2008 adopted budget.	
Change in Contract from Prior Procurement:	
Recommendation: (approve as submitted) APPROVE AS SUBMITTED	

Advisement Information

Fund:	GEN
Control:	HE
Resp:	5000
Object:	DE500
Transaction:	

Revenue Contract	<input type="checkbox"/>	
County		\$5,000,000
Federal		\$
State		\$
Capital		\$
Other		\$
TOTAL		\$5,000,000

1	HEGEN5000/DE500	\$5,000,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$5,000,000

% Increase	
% Decrease	

Document Prepared By: Edward Weingarten 227-8608Date: 07/15/08

I certify that this document was accepted into MIPS.		I certify that an unencumbered balance sufficient to cover this contract is available for expenditure.	
Name	<u>BW</u>	Name	<u>COHE08000078</u>
Date	<u>7/29/08</u>	Date	<u>8/5/08</u>
		E #:	

PUBLIC HEALTH SERVICES CONTRACT

THIS AGREEMENT, dated as of November 1, 2007 (together with the schedules, appendices, attachments and exhibits, if any, this "Public Health Services Contract" or "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) Nassau Health Care Corporation, a New York State (the "State") public benefit corporation created pursuant to Article 10-C, Title 2 of the New York Public Authorities Law, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554, on behalf of itself and its operating divisions and subsidiaries, to the extent any subsidiaries exist at present or are created in the future (collectively, "NHCC").

WITNESSETH:

WHEREAS, the County is a municipality that receives State aid under Article 6 of the New York Public Health Law for the provision of public health services to residents of the County, including those services needed to promote public health and prevent illness; and

WHEREAS, municipalities are permitted to ensure the provision of public health services by contract with other entities, provided that the contract and services to be provided are described in the municipality's public health services plan approved by the State Department of Health; and

WHEREAS, pursuant to §3405[8] of New York Public Authorities Law (Public Authorities Law §3400 *et seq.* being referred to herein as the "NHCC Act"), NHCC has the power to contract with the County to provide, in whole or in part, health care services, and to operate facilities and programs which provide health care services; and

WHEREAS, pursuant to §3405[6] of the NHCC Act, NHCC has the power to contract with the County for related public health services to be determined by the County and NHCC; and

WHEREAS, pursuant to laws applicable to the County, the County may enter into contracts for services provided by NHCC to the County; and

WHEREAS, the County desires to hire NHCC to perform the services described in this Agreement; and

WHEREAS, NHCC desires to perform the services described in this Agreement, and

WHEREAS, the County and NHCC entered into the Regulatory Agreement made as of September 22, 2004 (as may be amended from time to time or replaced, the "Regulatory Agreement", a copy of which is attached hereto as Exhibit B); and

WHEREAS, NHCC and the County entered into a Successor Agreement dated as of November 1, 2007 (as may be amended from time to time, the "Successor Agreement").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Definitions

(a) "Allowable Costs" shall mean the cost of NHCC's personnel and operating expenses incurred in providing the Contracted Public Health Services, including equipment but not depreciation, to the extent such cost and expenses are allowable costs for Public Health ~~Services under 10 NYCRR § 40-1.52 or other applicable NYCRR provisions, net of revenues as~~ provided in 10 NYCRR § 40-1.40(e) or other applicable NYCRR provisions;

(b) "Annual Performance Report" shall mean a statistical and narrative report as required by 10 NYCRR Subpart 40-1, reflecting the provision of the Contracted Public Health Services by NHCC;

(c) "Article 6" shall mean Article 6 of the State Public Health Law;

(d) "Centers" shall mean NHCC's health centers or clinics at or by which NHCC shall provide the Contracted Public Health Services, to the extent the cost of maintaining and operating such health clinics or centers is allowable for State aid reimbursement under 10 NYCRR § 40-1.52 and § 40-1.53 or other applicable NYCRR provisions;

(e) "Commissioner" shall mean the County Commissioner of Health (or his or her designee);

(f) "Contracted Public Health Services" or "Services" shall mean those Public Health Services which shall be performed by NHCC at the Centers pursuant to this Agreement, as described in Section 3 herein;

(g) "Fee and Revenue Plan" shall mean a report as required by 10 NYCRR Subpart 40-1, which shall include a schedule of fees that NHCC proposes to charge for each Contracted Public Health Service it provides;

(h) "Municipal Public Health Services Plan" shall mean the plan submitted by the County to NYSDOH in accordance with Article 6 and 10 NYCRR Subpart 40-1;

(i) "NYCRR" shall mean New York Codes, Rules and Regulations;

(j) "NYSDOH" shall mean the State Department of Health;

(k) "Public Health Law" shall mean the New York Public Health Law; and

(l) "Public Health Services" or "Services" shall mean services identified in Article 6.

2. Term

This Agreement shall commence as of November 1, 2007 and terminate on December 31, 2014.

3. Services

(a) The specific Contracted Public Health Services to be provided by NHCC to the County are described in Exhibit A hereto. The County Executive from time to time may add to, expand or limit the nature, scope and duration of the specific Contracted Public Health Services, or cancel such Services, consistent with applicable law and regulations and the Municipal Public

Health Services Plan, by providing reasonable notice to NHCC in writing of such changes (which shall be upon eighteen (18) months' written notice in the case of cancelled Services) and subject to NHCC's consent to provide any additional or expanded Services. In furtherance of the foregoing, NHCC may from time to time recommend to the County Executive that the County add to, expand or limit the nature, scope and duration of specific Contracted Public Health Services, subject to (i) the discretion of the County Executive and (ii) as provided in the following sentence. ~~If NHCC consents to providing additional or expanded Contracted Public Health Services that and the parties agree that such additional or expanded services would require an increase in the annual payment amount set forth in Section 4(a)(1) herein (taking into account offsetting limiting or canceling of other services, if any), provision of such services and payment therefor shall require amendment of this Agreement, subject to all requisite approvals.~~ NHCC shall provide the Contracted Public Health Services in accordance with the Public Health Law, applicable NYCRR provisions, the approved Municipal Public Health Services Plan and the approved Fee and Revenue Plan, and shall remain in compliance with the Regulatory Agreement. The Commissioner shall be responsible for the supervision and direction of the Contracted Public Health Services under this Agreement.

(b) The County shall submit this Agreement for review and approval to NYSDOH pursuant to 10 NYCRR § 40-1.52. With the consent of NHCC, the County Executive may make such necessary changes and/or amendments to this Agreement as required by NYSDOH as a condition of its approval thereof.

(c) NHCC shall use best efforts to fulfill all documentation, reporting and audit requirements reasonably necessary for the County to comply with State laws, rules and regulations arising under Article 6 which govern State reimbursement of the County's costs in providing Public Health Services.

(d) In furtherance of the foregoing, NHCC shall timely provide to the Commissioner all reports, data and information in the format required by NYSDOH and/or Article 6 and applicable NYCRR, and meet with the Commissioner, as necessary, to enable the Commissioner to provide meaningful supervision of the Contracted Public Health Services and to assist the County in satisfying its obligations to NYSDOH regarding Article 6 funding for Public Health Services. Such NHCC responsibilities shall be performed in accordance with the Public Health Law and 10 NYCRR Part 40 and shall include, without limitation, the provision of the following:

- (1) estimated needs and services for inclusion in the Municipal Public Health Services Plan;
- (2) annual retrospective statistical and narrative report of services provided during the prior year for inclusion in the County's Annual Performance Report submitted to NYSDOH;
- (3) annual financial detail on Contracted Public Health Services as needed for submission of required reports to NYSDOH;
- (4) annual Fee and Revenue Plan reflecting anticipated fees and revenues;
- (5) on a quarterly basis, a report to the Commissioner on Allowable Costs and expenses, including personnel, equipment, contractual, fringe benefit, and indirect expenses, and all relevant and related grants and revenues which resulted from the delivery of services outlined in this Agreement; and
- (6) such other reports as may reasonably be required to enable the County Department of Health to meet its reporting obligations with respect to the Contracted Public Health Services.

(e) The County shall provide to NHCC the opportunity to review and comment upon the Municipal Public Health Services Plan prior to its submission to NYSDOH. To the extent reasonably requested by the County, NHCC shall cooperate with the County from time to time to re-define the scope of the Municipal Public Health Services Plan.

~~(f) NHCC's failure to provide the Contracted Public Health Services as described in this Section 3 shall constitute a breach of this Agreement under Section 12(a) herein.~~

4. Payment. (a) Amount of Consideration. Subject to the applicable provisions of the Successor Agreement regarding payments to NHCC by the County, the County shall pay to NHCC as full consideration for NHCC's Services under this Agreement:

- (1) five million dollars (\$5,000,000.00) per year, payable in quarterly installments, for Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities.
- (2) an amount not-to-exceed six million dollars (\$6,000,000.00) for Contracted Public Health Services in connection with the Institute for Healthcare Disparities payable, however, only from funds to be paid by the County to NHCC for such purpose pursuant to, and as provided in, the Project and Other Costs Contract dated as of November 1, 2007 between the County and NHCC.

The County may pay any such amounts pursuant to the IGT program as defined in, and in the manner set forth in, the Successor Agreement.

(b) Vouchers; Voucher Review and Approval. Payments shall be made to NHCC as specified in this Agreement and shall be contingent upon (i) NHCC submitting a County claim voucher (a "Voucher") in a form satisfactory to the County, that (a) states the payment requested and (b) certifies that the Services and the payment requested are in accordance with this Agreement and (ii) review and approval of the Voucher by the County Executive or his or her designee and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. NHCC shall submit a Voucher prior to the County's payment of amounts and at times specified in this Agreement.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments by the County for any services provided or to be provided under other agreements between NHCC and any funding source including the County.

(e) Payments in Connection with Termination. Unless a provision of this Agreement expressly states otherwise, payments to NHCC following the termination of this Agreement shall not exceed payments for Services provided that were (i) performed prior to termination and (ii) authorized by this Agreement to be performed.

5. Independent Contractor. NHCC is an independent contractor of the County. NHCC shall not, nor shall any officer, director, employee, servant, agent or independent contractor of NHCC (a "NHCC Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the

word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. Other than as permitted pursuant to the Successor Agreement with respect to Advance Payments (as defined therein), NHCC is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. NHCC shall comply with any and all applicable federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), conflicts of interest, discrimination, living wage, disclosure of information and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, NHCC is bound by and shall comply with the terms of Appendices U and EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, NHCC agrees as follows:

(i) NHCC shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. NHCC has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of NHCC to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data acquired in connection with performance or administration of this Agreement ("Information") shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Each of NHCC and the County acknowledges that information in the other party's possession may be subject to disclosure under Section 87 of the State Public Officers Law. In the event that such a request for disclosure is made, the party receiving the request shall make reasonable efforts to notify the

other party of such request prior to disclosure of the Information so that the other party may take such action, as it deems appropriate.

8. Minimum Service Standards. Regardless of whether required by Law: (a) NHCC shall, and shall cause NHCC Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) NHCC shall provide Services under this Agreement in a professional manner consistent with the best practices of the industry in which NHCC operates. NHCC shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all NHCC Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement NHCC shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning NHCC's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

9. Indemnification; Defense; Cooperation. (a) NHCC shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of NHCC or an NHCC Agent in connection with this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that NHCC shall not be responsible for that portion, if any, of Losses caused by the negligence or willful misconduct of the Indemnified Party.

(b) NHCC shall, and shall cause NHCC Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of NHCC and/or a NHCC Agent in connection with this Agreement.

(c) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance. (a) Types and Amounts. NHCC shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance or program(s) of self-insurance, which policy(ies) or self-insurance program(s) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance or program(s) of self-insurance, which policy(ies) or self-insurance program(s) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage and (iii) compensation insurance for the benefit of NHCC's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the State Workers' Compensation Law.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by NHCC pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in the State and acceptable to the County or through a licensed program of self-insurance, and which is (ii) in form and substance acceptable to the County. NHCC shall be solely responsible for the payment of all deductibles to which such policies are subject. NHCC shall require any subcontractors hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by NHCC under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Applicable DCE. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, NHCC shall provide written notice to the Applicable DCE of the same and deliver to the Applicable DCE renewal or replacement certificates of insurance. NHCC shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of NHCC to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of NHCC to maintain the other required coverages shall be deemed a material breach of this Agreement.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. Notwithstanding any other provision of this Agreement, NHCC remains responsible for ensuring that any service provided pursuant to this Agreement, or by any subcontract, or affiliation or grant thereunder, complies with all pertinent provisions of federal, State, or local statutes, rules and regulations, and that all necessary approvals thereunder have been obtained. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by either party upon eighteen (18) months' written notice to the other party, (ii) for "Cause" by the County upon the receipt by NHCC of written notice of termination, *provided, however*, that NHCC shall have thirty (30) days following such notice to cure any breach, failure, action or omission giving rise to such Cause, (iii) upon mutual written agreement of the County and NHCC, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. The County recognizes that upon termination of this Agreement, NHCC may be required to formulate a plan, schedule and/or timetable to restructure or close some or all of its operations. To the extent that termination takes place, NHCC and the County will cooperate in implementing such termination in an orderly manner.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement and (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered.

(b) By NHCC. This Agreement may be terminated by NHCC if performance becomes impracticable through no fault of NHCC, where the impracticability relates to NHCC's

ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by NHCC delivering to the Applicable DCE (as defined herein), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that ~~NHCC is terminating this Agreement in accordance with this subsection~~, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to NHCC's right to terminate under this subsection. A copy of the notice given to the County Executive shall be given to each of the Deputy County Executive for Management, Budget and Finance (or equivalent position) (the "Applicable DCE") and the Comptroller on the same day that notice is given to the County Executive.

13. Accounting Procedures; Records. NHCC shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with generally accepted accounting principles and, if NHCC is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller (the "Comptroller"), the Applicable DCE, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County and NHCC. No action or special proceeding shall lie or be prosecuted or maintained against either the County or NHCC upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the party seeking relief shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the other party for adjustment and the other party shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. NHCC shall send or deliver copies of the documents presented to the County under this Section to each of (i) the County Executive and (ii) the County Attorney and the Comptroller (at the respective addresses specified below for the County) on the same day that documents are sent or delivered to the County Executive. The County shall send or deliver copies of the documents presented to NHCC under this Section to each of (i) the President of NHCC and (ii) the Office of General Counsel of NHCC (at the address specified below for NHCC) on the same day that documents are sent or delivered to NHCC. The complaint or necessary moving papers of the party seeking relief shall allege that the above-described actions and inactions preceded the action or special proceeding against the County or NHCC, as the case may be.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) three (3) years of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State or the U.S. District Court for the Eastern District of New York and the parties expressly waive any

objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand-delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by an employee of the party receiving notice, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iii) if to NHCC, to the attention of the person who executed this Agreement on behalf of NHCC and to the Office of General Counsel at the address specified above for NHCC, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

IN WITNESS WHEREOF, NHCC and the County have executed this Agreement as of the date first above written.

NASSAU HEALTH CARE CORPORATION

By: Arthur A. Biopelli
Name: Arthur A. Biopelli
Title: President / CEO
Date: 12/17/07

NASSAU COUNTY

By: Mary Ann Smith
Name: Mary Ann Smith
Title: Deputy County Executive
Date: 8/5/08

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17th day of December in the year 2007 before me personally came Arthur A. Gianelli to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Pres. + CEO of Nassau Health Care Corp., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Joan M. Vivinello
Joan M. Vivinello
Notary Public, State of New York
No. 01V16017495
Qualified in Nassau County
Term Expires December 14, 2010

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5 day of August in the year 2008 before me personally came Mary Curtis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James G. Collins
NOTARY PUBLIC

JAMES G. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Term Expires Dec. 29, 2010

EXHIBIT A

~~Contracted Public Health Services~~

- Dental health education for children under age 21
- Primary and preventative health care – consisting of pediatrics, dental care for persons under age 21 except HIV-positive patients, and medical services for persons under age 21
- Lead poisoning screening for children ages 9 months to 6 years
- Prenatal care including dental services for pregnant women
- Family planning clinical evaluation, patient education, testing and treatment
- Sexually transmitted disease clinical evaluation, patient education, testing and treatment
- Immunization education and vaccine administration
- Chronic disease clinical evaluation, patient education, testing and treatment including mammography and other screening or preventative services for cardiovascular disease, asthma, diabetes or cancer
- HIV counseling, testing, treatment and referral not part of a primary service as listed above but including dental services for HIV-positive persons
- Outreach or other Public Health Services rendered through the Institute for Healthcare Disparities
- Tuberculosis clinical evaluation, patient education, testing and treatment

Exhibit B

Copy of the Regulatory Agreement

REGULATORY AGREEMENT

THIS AGREEMENT (this "Agreement") made as of this 22nd day of September 2004 by and between Nassau Health Care Corporation, a New York public benefit corporation having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554, (hereinafter referred to as "NHCC"), and the County of Nassau (hereinafter referred to as the "County").

WHEREAS, NHCC is a New York State Public Benefit Corporation, created under the New York State Public Authorities Law to operate the following health care facilities, in accordance with licenses issued under Article 28 of the New York State Public Health Law (the "PHL"); Nassau University Medical Center ("NUMC"), the A. Holly Patterson Extended Care Facility ("AHP" or the "Nursing Home"), and six Community Health Centers and one School Health Clinic (collectively, the "DTCs"); and

WHEREAS, NHCC, NUMC, AHP and the DTCs, together with such services as NHCC provides to the County and other entities from time to time pursuant to the PHL and its charter, will be collectively referred to herein as the "Project"; and

WHEREAS, as an operator of health care facilities licensed under Article 28 of the PHL, NHCC is subject to federal, state and local laws and regulations governing the provision of healthcare services, and reimbursement therefor; and

WHEREAS, in 1999, NHCC issued \$259 million in tax-exempt bonds, guaranteed by the County (the "1999 Bonds"); and

WHEREAS, NHCC, the County, the New York State Department of Health ("DOH"), have formulated an approach toward NHCC achieving financial viability and self sufficiency guided by the recommendations contained in the report to the County of Manatt, Phelps & Phillips, LLP dated January 27, 2004 ("Manatt Report"); and

WHEREAS, NHCC's Board of Directors has approved the pursuit of that approach and has authorized NHCC's Chief Executive Officer to implement a range of actions, including issuance of new bonds (the "Refunding Bonds") and entry into interest rate exchange agreements (collectively, the "Interest Rate Exchange Agreement"), with Bear Stearns Financial Products Inc., Merrill Lynch Capital Services, Inc., and UBS AG, in order to re-finance the existing 1999 Bonds, and borrowing an additional \$15 million (the "New Money"), subject to economic feasibility as determined by NHCC, in consultation with the underwriters and financial advisors, and subject to approval by the Commissioner of the New Money and of inclusion of such borrowing in the Project's Medicaid reimbursement rates (collectively, the "Refunding"); and

WHEREAS, on August 27, 2004 the chief executive officer of the Corporation executed an amendment (the "Stabilization Agreement") to the Acquisition Agreement (the "Acquisition Agreement") between the County and NHCC, dated as of September 24, 1999, in conformance with the powers delegated to him and the requirements set forth in the resolutions adopted by the NHCC Board on August 23, 2004; and

WHEREAS, NHCC has applied to the New York State Commissioner of Health

("Commissioner") for approval of the Refunding, and related approval of capital reimbursement in accordance with Article 28 of the PHL; and

WHEREAS, pending receipt of County approval for particular uses of the New Money, it is necessary to provide a mechanism for maintaining the New Money in escrow, in accordance with a separate Escrow Agreement; and

WHEREAS, subject to NHCC executing this Regulatory Agreement and granting liens and security interests consistent with this Agreement, the County has agreed to guarantee (the "Guarantee") the payment of the Refunding Bonds and the Interest Rate Exchange Agreement; and

WHEREAS, subject to County approval of the Refunding and the making of the Guarantee, in order to secure the Reimbursement Obligations, NHCC has agreed (i) to reimburse the County for any and all expenditures made by the County pursuant to the Guarantee that exceed the amount payable to NHCC by the County under the Stabilization Agreement or the Successor Agreements (the "Reimbursement Obligations"), and (ii) to grant the County a lien on, and security interest in all NHCC's right, title and interest in all of the assets of NHCC, including all real and personal property, now owned or hereafter acquired, as well as all proceeds thereof; and

WHEREAS, as a condition to the making of the Guaranty, the County requires NHCC to grant to the County additional oversight authority with respect to the affairs of the Project; and

WHEREAS, Public Authorities Law Section 3668 provides that NIFA shall "recommend to the county and the covered organizations such measures relating to their operation, management, efficiency and productivity as the authority deems appropriate to reduce costs and improve services so as to advance the purposes of this title;" and NIFA needs to be kept apprised concerning those matters with respect to NHCC as a covered organization;

WHEREAS, NHCC and the County now desire to enter into a Regulatory Agreement in order to assure appropriate regulatory oversight and regulation of NHCC's health care facilities.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements herein made, the sufficiency of which is hereby acknowledged, NHCC, the County and DOH (collectively, the "Parties") agree:

- I. The foregoing WHEREAS clauses accurately reflect the background and intentions of the parties. Capitalized terms not defined herein are defined in Exhibit A hereto.
- II. Whenever reference is made in this Agreement to County approval or consent, such approval or consent shall be within the authority of the County Executive, to the maximum extent consistent with the applicable County ordinances and other applicable law, and shall not be unreasonably withheld.
- III. NHCC shall promptly reimburse the County for the Reimbursement Obligations.

IV. In order to secure NHCC's Reimbursement Obligations, NHCC shall grant to the County a lien on, and security interest in all of NHCC's right, title and interest in all of the assets of NHCC, including all real and personal property, now owned or hereafter acquired, as well as all proceeds thereof.

V. NHCC agrees as follows with respect to its operating activities, including NUMC, AHP, and the DTC's, as well as the real property of NHCC (the "Real Property"):

A. NHCC shall not, without the prior written approval of the County:

1. Transfer, dispose of or encumber any of the Real Property, other than the granting of Permitted Liens (as defined below).
2. Assign, transfer, dispose of, or encumber (other than the granting of Permitted Liens) any item of personal property of the Project, including rents, with a fair market value in excess of \$500,000.00, and shall not disburse or pay out any funds outside of the ordinary course of business except for necessary repairs.
3. Remodel, reconstruct, or demolish any part of the Real Property, except for routine repairs in the ordinary course of business and projects costing less than \$500,000.00, and which do not otherwise require Certificate of Need or other DOH approval under the PHL and applicable regulations.
4. Pay any compensation or make any distribution of income or other assets to any of its officers or directors, except to the extent such compensation represents the normal and customary value of services rendered by such officer in his or her capacity as an employee of NHCC, and such services have been approved in accordance with the policies on conflicts of interest to be adopted in accordance with paragraphs V.H and V.I hereof.
5. Use, or permit the material use of, the Real Property for any purpose other than purposes of operating a hospital, nursing home and community health centers, and all purposes reasonably incidental thereto, or otherwise within NHCC's statutory scope.

B. NHCC shall, to the extent practicable given its available resources, maintain the Real Property and the grounds and equipment appurtenant thereto, in substantially good repair and condition, ordinary wear and tear excepted. In the event all or any of the Real Property shall be destroyed or damaged by fire or other casualty, any proceeds derived from any insurance on the property shall be applied in the first instance to effectuate rebuilding and/or repairs, unless the County demands payment of accrued but unpaid Reimbursement Obligations.

C. All receipts of the Project shall be deposited in the name of NHCC in a bank or banks, whose deposits are insured by the FDIC. Such funds shall not be expended in a manner inconsistent with the provisions of this Agreement.

- D. NHCC shall satisfy or release as soon as practicable any liens, other than Permitted Liens, which attach to the Real Property or any personal property used in the operation of the Project. For purposes of this Agreement, "Permitted Liens" shall mean (i) those liens that pre-exist this Agreement; (ii) liens for taxes payable by NHCC either not yet delinquent or being contested in good faith by NHCC; (iii) suppliers', mechanics', workers', repairers' or other like liens arising in the ordinary course of business and for amounts the payment of which is either not yet delinquent or is being contested in good faith by NHCC; (iv) purchase money security interests granted in connection with the financing of the acquisition of items of personal property in the ordinary course of business, not exceeding \$500,000.00 or that have been included in capital budgets approved by the County; (v) such liens, encumbrances, easements, rights of way or restrictions as would be disclosed in a current survey, prepared in accordance customary industry practice, of each piece of real property constituting the real Property; and (vi) those liens expressly consented to by the County.
- B. If NHCC has any business or activity other than the Project and operation of the Real Property, it shall maintain all income and other funds of the Project segregated from any other funds of NHCC and segregated from any funds of any other corporation or person. Income and other funds of the Project shall be expended only for the purposes of the Project.
- F. NHCC shall make no payment for services, supplies, or materials unless such services are actually rendered for the Project or such supplies or materials are delivered to the Project and are reasonably necessary for its operation. Payments for such services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where such services are rendered or the supplies or materials furnished.
- G. The Real Property, equipment, buildings plans, office apparatus, devices, books, contracts, records, documents, and other papers relating thereto shall be subject to examination and inspection at any reasonable time, with reasonable advance notice, by the County Executive, the County Office of Legislative Budget Review, or County Comptroller, or their duly authorized agents; NHCC shall keep copies of all written contracts or other instruments which affect the Real Property, all or any of which may be subject to inspection and examination by the County Executive, the County Office of Legislative Budget Review or the County Comptroller or NIFA, or their duly authorized agents, upon the terms and conditions set forth in this paragraph V. G.
- H. NHCC shall not issue notes, bonds, debentures or other obligations other than for money or property actually received for the use and lawful purposes of NHCC, and no such note, bond, debenture or other obligation shall constitute a lien or encumbrance against the Project, or any real property or other asset mortgaged or otherwise pledged to the County, provided, however, that, with the County's consent and all required DOH approvals, NHCC or its subsidiaries may borrow funds for additional projects, and in connection therewith obtain County consent

to release property from the lien of the security interests, including the Mortgage and gross receipts pledge, to the extent required in order to obtain such financing.

- I. The books and accounts of the operations of the Real Property and of the Project shall be kept in accordance with Generally Accepted Accounting Principles.
 - J. By the June 1 following the end of each fiscal year the County shall be furnished with a complete annual financial report based upon an examination of the books and records of NHCC prepared in accordance with the foregoing requirements, certified by an officer of NHCC and certified by a Certified Public Accountant. Copies of such reports shall be provided to NIFA.
 - K. At the request of the County or NIFA, NHCC shall give specific answers to questions and/or provide reports which are reasonably requested from time to time relative to the income, assets, liabilities, cash flow, contracts, operation and condition of the Project or the Real Property and any other information with respect to NHCC or the Real Property and of the Project which may be requested.
 - L. NHCC may not dissolve or otherwise dispose of all or substantially all of its assets or consolidate with, merge into, or permit one or more corporations to consolidate or merge into it, except, subject to a governmental mandate or pursuant to a court order, and prior notice to the County.
- VI. NHCC agrees to take such steps as may be necessary to bring it into substantial compliance with the following standards (the "Performance Standards") no later than January 1, 2006:
- A. NHCC will implement operational improvements guided by the recommendations contained in the Manatt Report, and thereby develop a plan to achieve financial stability and self-sufficiency.
 - B. NHCC's Board of Directors will review the facility's annual audited financial statements at the end of the fiscal year, and the facility's interim financial statements 6 months into each fiscal year, and report to the County and NIFA within 60 days on measures being taken to strengthen or improve conditions that have led to the following conditions:
 - a. A Loss from Operations greater than 1 percent of Total Operating Revenue; or
 - b. An adverse variance exceeding 3 percent of NHCC's budget for Total Operating Revenues and/or Total Operating Expenses; or
 - c. Under funding of any account required under the Refunding, this Agreement or the Guarantee.
 - C. If the conditions described in paragraph VI.B exist and the County deems it appropriate, upon the County's request, NHCC shall provide the County and

NIFA with a detailed business plan (the "Business Plan"), within 60 days of the County's request.

1. The Business Plan shall be updated yearly in conjunction with NHCC's preparation of an annual budget and provided to the County, along with the budget, no later than 30 days after the start of each fiscal year until audited financial statements show two consecutive years in which Net Income is positive and the Loss from Operations is no greater than one percent (1%) of Total Operating Revenue. The Business Plan and each update must include the following information:
 - a. A detailed analysis of the specific problems (the "Problems") which have caused NHCC's operating losses and cash flow deficiencies;
 - b. A detailed explanation of the cost cutting or revenue enhancing steps NHCC has taken or will take to rectify each of the Problems. Projections of the cost savings or revenue enhancements resulting from each step must be included. Further, a timetable showing when the actions have been or will be initiated and when their financial impact will be realized must be included; and
 - c. A detailed financial plan to include the following one-year projections:
 - (i) Pro forma balance sheets and revenue and expense projections on a monthly basis;
 - (ii) Cash flow projections on a monthly basis; and
 - (iii) Assumptions for all major line item projections in sufficient detail to show how the projections were derived.
 2. The Business Plan shall include an approval resolution by NHCC's Board of Directors. Copies of the Business Plan and resolution shall be provided to NIFA. The County will monitor NHCC's compliance with the Business Plan.
- D. The County may require that NHCC engage, within 45 days of receiving notice from the County, at its expense, an independent consultant (the "Consultant"), reasonably acceptable to the County and NHCC:
1. If the Business Plan is required but not timely submitted; or
 2. If the Business Plan is not reasonably acceptable to the County; or
 3. If NHCC is not materially attaining the goals of the Business Plan; or

4. If, in any fiscal year(s) in which NHCC has a Reimbursement Obligation, NHCC's Net Income, plus depreciation expense, interest expense, and principal debt payments ("Adjusted Net Income") for two consecutive fiscal years in which there is a Reimbursement Obligation, is less than 125% of the Reimbursement Obligation, or NHCC's Adjusted Net Income in any one fiscal year is less than 110% of the Reimbursement Obligation; or
 5. If NHCC is materially in default on its payments to the County.
- E. If engaged pursuant to Section VI.D. hereof, the Consultant shall review NHCC's previously submitted Business Plan and performance and make recommendations for corrective action that address: (a) the adequacy and sufficiency of the Business Plan in returning NHCC to a profitable operation, and (b) the operational or financial problems which have caused NHCC's operating losses and cash flow deficiencies. The Consultant should complete such reports within 90 days of engagement.
 - F. In the event any Consultant's report has been required by the County, NHCC agrees to provide the County and NIFA with a copy of the Consultant's report, and a detailed implementation plan of the Consultant's recommendation(s), including reasons, if any, for not implementing the Consultant's recommendation(s). The implementation plan shall be presented in the above Business Plan format and shall be given to the County within 45 days of NHCC's receipt of the consultant's report. The County will monitor NHCC's compliance with the implementation plan.
 - G. NHCC or its subsidiary(ies) shall at all times, if required by the laws of the jurisdiction, maintain in full force and effect a license to operate the Project from the state and/or other licensing authority. NHCC shall not lease all or a material part of the Project except on terms approved by the County.
 - H. NHCC's Board of Directors shall adopt By-Laws and policies consistent with the Public Authorities Law, the PHL requirements for governing bodies of hospitals, nursing homes and DTCs, and the accreditation standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO").
 - I. NHCC's Board of Directors shall adopt By-Laws and/or policies establishing standards of Board attendance, disclosure of interests and avoidance of conflicts of interest, and each Board member will certify his/her compliance upon appointment and annually thereafter, on forms attached hereto, subject to amendment from time to time, upon agreement between NHCC and the County. No director, officer or employee of NHCC shall acquire any interest, direct or indirect, in any property then or thereafter included or planned to be included in the Project, nor retain any interest direct or indirect in any property acquired subsequent to his appointment or employment which is later included or planned to be included in the Project. If any director, officer or employee of NHCC owns

or controls an interest, direct or indirect, in any property included in a Project which was acquired prior to his appointment or employment, he or she shall disclose such interest and the date of acquisition to NHCC, and such disclosure shall be entered upon the minutes of the Board of Directors of NHCC and a copy of such minutes shall be forwarded to the County. The Board of Directors of NHCC shall direct such remedial steps as may be determined in consultation with the County. Other amendments to the NHCC By-Laws may be made from time to time in accordance with recommendations of a Governance Committee of the NHCC Board.

- VII. Beginning on January 1, 2006, NHCC agrees that it will be in substantial compliance, and will remain in substantial compliance with the Performance Standards provided in paragraph VI of this Agreement. NHCC will provide the reports specified in paragraphs V, VI and VII, quarterly or as otherwise required, to the County, the County Comptroller, the County Legislature, and NIFA, to the extent required under this Agreement, in order to permit ongoing monitoring of its compliance with the Performance Standards. NIFA shall be copied by NHCC and the County on all documents, reports or notices that are specifically required under this Agreement or the Stabilization Agreement, and further, NHCC and the County shall make reasonable efforts to continue to inform NIFA by meeting monthly with NIFA as NIFA continues to carry out its responsibilities under its statutory role.
- VIII.* The Parties agree that this Agreement may be modified, if deemed necessary by the Parties, which modification of this Agreement may provide for, but not necessarily be limited to, other and additional assurances and matters reasonably and necessarily relevant to the Refunding and NHCC's repayment to the County of amounts paid by the County under the Guarantee, and assurance that NHCC will continue to comply with the PHL and the Commissioner's Administrative Rules and Regulations adopted pursuant thereto.
- IX. Upon a violation by NHCC of any of the provisions of this Agreement and/or if the actions taken by NHCC to cure violations and to address financial and operational problems as required under this Agreement have not succeeded, the County may give written notice to NHCC. NHCC and the County then will attempt to develop remediation agreement(s) consistent with applicable law. If NHCC and the County cannot agree on remediation agreement(s) within 45 days of the County's notice, either party may pursue whatever remedies are available to it, subject to the limitation that the County's remedy of foreclosure on the assets of NHCC shall be available only to the extent necessary to recoup the amount of any payment defaults by NHCC with respect to its Reimbursement Obligations to the County.
- X. In the event of any conflict of provisions, this Agreement shall prevail over prior agreements between the County and NHCC, except for the Stabilization Agreement, which shall govern in the event of any conflict.

XI. This Agreement shall terminate upon the satisfaction of all obligations that are the subject of the Guarantee, and the payment of all accrued unpaid Reimbursement Obligations of NHCC to the County.

XII. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, including any subsidiaries created by NHCC in the future, and their legal representatives, executors, administrators, successors in office or interest, and assigns, and all owners of the Mortgaged Property, so long as the Guarantee, the Mortgage, the Gross Receipts Pledge and related agreements remain in effect.

XIII. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS THEREOF, the parties have hereto caused this REGULATORY AGREEMENT to be executed as of the day and year first hereinabove set forth.

NASSAU HEALTH CARE CORPORATION

By: 

COUNTY OF NASSAU

By: 

Exhibit A – Definitions

“Certificate of Need” shall have the same meaning set forth in 10 NYCRR § 710.1.

Loss from Operations – Total Operating Revenues less Total Operating Expenses where Total Operating Expenses exceed Total Operating Revenues for a fiscal year.

Total Operating Revenue(s) – The sum of net patient service revenue, New York State Intergovernmental Transfer Revenue, Nassau County billings revenue, historical mission payments revenue, Federal and State aid revenue, faculty practice plan revenue and miscellaneous revenue for a fiscal year.

Total Operating Expenses – The sum of salaries expense, fringe benefits expense, supplies expense, utilities expense, depreciation expense, interest expense, bad debt expense and other operating expenses for a fiscal year.

Net Income - Total Operating Revenues less Total Operating Expenses plus non-operating revenues, less non-operating expenses.

Gain from Operations – Total Operating Revenues less Total Operating Expenses where Total Operating Revenues exceed Total Operating Expenses for a fiscal year.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be

approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

~~(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises.~~
In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to

be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or

having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX U

Local Law No. 19 - 2003

~~A LOCAL LAW TO PROHIBIT THE USE OF COUNTY RESOURCES TO INTERFERE~~
WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY.

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its

subcontractors regarding either of the following:

- 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.
-
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
 - C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
 - D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
 - E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
 - F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
 - G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
 - H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
 - I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
 - J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
 - K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.

M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.

N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.

O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.

B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.

C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.

D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.

E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.

F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.

G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.

H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.

I.) Any County contractor who makes expenditures or incurs costs to assist, promote or

deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
 - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
 - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
 - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
 - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
 - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;

- d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
 - ~~e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.~~
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
 - 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

Appendix L

Certificate of Compliance

~~In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:~~

1. The chief executive officer of the Proposer/Bidder is:

(Name)

(Address)

(Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2007.

Notary Public

Appendix A

Nassau Health Care Corporation

Board of Directors

Chairperson:

Michael B. Mirotznik, Esq., 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Members:

Steve Cohn, Esq. 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Michael M. DeLuca, MPA 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Victor A. Gallo, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Jemma Marie-Hanson, RN 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Greg-Patric Martello, Esq. 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Asif M. Rehman, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Linda Reed 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

David J. Sussman, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

John A. Venditto, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Andrew Zucaro 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Warren D. Zysman, LCSW 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Victor F. Politj, MD, FACP, FACEP 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Krishan Kumar, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Frank J. Saracino, EdD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Officers

Chief Executive Officer Victor F. Politj, MD, FACP, FACEP
2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Legal Affairs

John J. Ciotti, Esq.

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Chief Financial Officer/Treasurer

John P. Maher, MPH

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Ambulatory Care

Robert S. Heatley

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Human Resources

Maureen Roarty

2201 Hempstead Turnpike, East Meadow, NY 11554

Executive Vice President, Nursing

Kathy Skarka, RN, MSN, CNA

2201 Hempstead Turnpike, East Meadow, NY 11554

Executive Vice President/Special Assistant NHCC/ Legal Affairs

Craig V. Rizzo, Esq.

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Deputy Executive Director/ Executive Vice President for Administration

Harold E. McDonald, MPA

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Medical Affairs /Acting Chief Medical Officer

Victor J. Scarmato, MD, MBA, FACR

Secretary

Vacant

Appendix B

~~Nassau Health Care Corporation~~

Affiliated & Related Companies

1. Nassau Health Care Foundation, Inc. - NY Not-For-Profit Corporation
2. Long Island Medical Foundation, Inc. d/b/a NuHealth Foundation” –NY Not-For-Profit Corporation
3. A. Holly Patterson Extended Care Facility, Inc. –NY Not-For-Profit Corporation
4. Newco ALP Inc. – NY Not-For-Profit Corporation
5. Roosevelt HC, Inc. – NY Not-For-Profit Corporation
6. NHCC, Ltd. - Organized under the Companies Law of Cayman Islands.
7. NHCC Medical Faculty Practice Plan, P.C. d/b/a Nassau Medical Associates – NY Professional Corporation
8. Oak Street Psychiatric Services, P.C. - NY Professional Corporation
9. South Ocean Care, LLC –NY Limited Liability Company
10. NUH- 1 Inc. – NY Not-For-Profit Corporation
11. NUH- 2 Inc. - NY Not-For-Profit Corporation
12. NUH- 3 Inc. - NY Not-For-Profit Corporation
13. NUH- 4 Inc. - NY Not-For-Profit Corporation
14. NUH- 5 Inc. - NY Not-For-Profit Corporation
15. Long Island FQHC, Inc. - NY Not-For-Profit Corporation

** In addition to the entities listed above, NHCC has several clinical and educational affiliations.

Appendix A

Nassau Health Care Corporation

Board of Directors

Chairperson:

Michael B. Mirotznik, Esq., 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Members:

Steve Cohn, Esq. 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Michael M. DeLuca, MPA 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Victor A. Gallo, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Jemma Marie-Hanson, RN 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Greg-Patric Martello, Esq. 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Asif M. Rehman, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Linda Reed 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

David J. Sussman, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

John A. Venditto, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Andrew Zucaro 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Warren D. Zysman, LCSW 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Victor F. Politi, MD, FACP, FACEP 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Krishan Kumar, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Frank J. Saracino, EdD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Officers

Chief Executive Officer Victor F. Politi, MD, FACP, FACEP

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Legal Affairs

John J. Ciotti, Esq.

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

~~Executive Vice President, Chief Financial Officer/Treasurer~~

~~John P. Maher, MPH~~

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Ambulatory Care

Robert S. Heatley

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Human Resources

Maureen Roarty

2201 Hempstead Turnpike, East Meadow, NY 11554

Executive Vice President, Nursing

Kathy Skarka, RN, MSN, CNA

2201 Hempstead Turnpike, East Meadow, NY 11554

Executive Vice President/Special Assistant NHCC/ Legal Affairs

Craig V. Rizzo, Esq.

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Deputy Executive Director/ Executive Vice President for Administration

Harold E. McDonald, MPA

2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Executive Vice President, Medical Affairs /Acting Chief Medical Officer

Victor J. Scarmato, MD, MBA, FACR

Secretary

Vacant

Appendix B

Nassau Health Care Corporation

Affiliated & Related Companies

1. Nassau Health Care Foundation, Inc. - NY Not-For-Profit Corporation
2. Long Island Medical Foundation, Inc. d/b/a NuHealth Foundation” –NY Not-For-Profit Corporation
3. A. Holly Patterson Extended Care Facility, Inc. –NY Not-For-Profit Corporation
4. Newco ALP Inc. – NY Not-For-Profit Corporation
5. Roosevelt HC, Inc. – NY Not-For-Profit Corporation
6. NHCC, Ltd. - Organized under the Companies Law of Cayman Islands.
7. NHCC Medical Faculty Practice Plan, P.C. d/b/a Nassau Medical Associates – NY Professional Corporation
8. Oak Street Psychiatric Services, P.C. - NY Professional Corporation
9. South Ocean Care, LLC –NY Limited Liability Company
10. NUH- 1 Inc. – NY Not-For-Profit Corporation
11. NUH- 2 Inc. - NY Not-For-Profit Corporation
12. NUH- 3 Inc. - NY Not-For-Profit Corporation
13. NUH- 4 Inc. - NY Not-For-Profit Corporation
14. NUH- 5 Inc. - NY Not-For-Profit Corporation
15. Long Island FQHC, Inc. - NY Not-For-Profit Corporation

** In addition to the entities listed above, NHCC has several clinical and educational affiliations.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Nassau Health Care Corporation

Address: 2201 Hempstead Turnpike

City, State and Zip Code: East Meadow, NY 11554

2. Entity's Vendor Identification Number: _____

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp Public Benefit Corporation Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See List Attached as Appendix A

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A NHCC is a public benefit corporation created pursuant to Public Authorities Law 3401, et. seq., that operates Nassau University Medical Center, A. Holly Patterson Extended Care Facility, and co-operates several community health centers.

6. ~~List all affiliated and related companies and their relationship to the firm entered on line~~
1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or
subsidiary company that may take part in the performance of this contract. Such disclosure shall
be updated to include affiliated or subsidiary companies not previously disclosed that participate
in the performance of the contract.

See List Attached as Appendix B.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid,
bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained,
employed or designated by any client to influence - or promote a matter before - Nassau County,
its agencies, boards, commissions, department heads, legislators or committees, including but not
limited to the Open Space and Parks Advisory Committee and Planning Commission. Such
matters include, but are not limited to, requests for proposals, development or improvement of
real property subject to County regulation, procurements, or to otherwise engage in lobbying as
the term is defined herein. The term "lobbyist" does not include any officer, director, trustee,
employee, counsel or agent of the County of Nassau, or State of New York, when discharging
his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

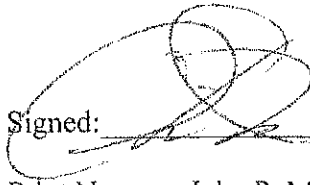
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/11/15

Signed: 

Print Name: John P. Maher

Title: Executive Vice President, Chief Financial Officer/
Treasurer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.